

John A. V. Nicoletti
Nooshin Namazi
Kevin J.B. O'Malley
NICOLETTI HORNIG & SWEENEY
Attorneys for Plaintiffs
Wall Street Plaza
88 Pine Street, Seventh Floor
New York, New York 10005
(212) 220-3830

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
THE NORTHERN ASSURANCE COMPANY
OF AMERICA and AMERICAN HOME
ASSURANCE COMPANY,

08 CV 3289 (CSH) (AJP)

Plaintiffs,

- against -

LAFARGE NORTH AMERICA, INC. and
AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY
ASSOCIATION, INC.

**NOTICE OF
FILING RATIFICATION**

Electronically Filed

Defendants.
-----X

PLEASE TAKE NOTICE that, pursuant to Rule 17 of the Federal Rules of Civil Procedure, the annexed ratification of New York Marine and General Insurance Company is being filed with the Court in the above-captioned action.

Dated: New York, New York
June 27, 2008

NICOLETTI HORNIG & SWEENEY
Attorneys for Plaintiffs
*The Northern Assurance Company of America
and American Home Assurance Company*

By: /s John A. V. Nicoletti
John A. V. Nicoletti
Wall Street Plaza
88 Pine Street, Seventh Floor
New York, New York 10005
(212) 220-3830

To: Robert G. Clyne, Esq.
HILL, RIVKINS & HAYDEN
45 Broadway
New York, New York 10006
Attorneys for Lafarge North America, Inc.

John M. Woods, Esq.
THACHER PROFFITT & WOOD LLP
Two World Financial Center
New York, New York 10281
Attorneys for American Steamship Owners Mut. P&I Assoc., Inc.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
THE NORTHERN ASSURANCE COMPANY
OF AMERICA and AMERICAN HOME
ASSURANCE COMPANY,

Plaintiffs,

- against -

08 CV 3289 (CSH) (AJP)

LAFARGE NORTH AMERICA, INC. and
AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY
ASSOCIATION, INC.

Electronically Filed

Defendants.

-----X

**RATIFICATION OF
NEW YORK MARINE AND GENERAL INSURANCE COMPANY**


George Sutcliffe declares and states as follows:

1. I am a Senior Vice President of Mutual Marine Office, Inc. ("MMO").
2. MMO is the authorized representative of New York Marine and General Insurance Company ("NYMAGIC").
3. NYMAGIC, Northern Assurance Company of America ("Northern Assurance") and American Home Assurance Company ("American Home") subscribed, on a several and not joint basis, to an Excess Marine Liability Policy issued to Lafarge North America, Inc. ("Lafarge") for the period from May 1, 2005 to May 1, 2006 (the "Excess Policy").
4. NYMAGIC subscribed to 40% of the risk under the Excess Policy.
5. Northern Assurance subscribed to 35% of risk under the Excess Policy.
6. American Home subscribed to 25% of the risk under the Excess Policy.
7. NYMAGIC is the lead underwriter under the Excess Policy.

8. Pursuant to Rule 17(a) of the Federal Rules of Civil Procedure, MMO, on behalf of NYMAGIC, hereby ratifies the commencement and prosecution of the above-captioned action by Northern Assurance and American Home on behalf of all of the underwriters subscribing to the Excess Policy, including NYMAGIC, and agrees to be bound by a final judgment in said action after all appeals have been exhausted or the time to appeal has expired, as applicable..

9. NYMAGIC intends to file a motion with the Court, pursuant to Rule 24 of the Federal Rules of Civil Procedure, to intervene in the above-captioned action as a plaintiff.

Dated: New York, New York
June 26, 2008



GEORGE SUTCLIFFE